
GRANT AGREEMENT
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
Division of Public Health
And
MEDICAL COLLEGE OF WI
for
Adolescent Health and Education

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1. PARTIES

- A. The State of Wisconsin Department of Health Services (DHS) is the State agency responsible for overseeing the coordination and integration of social service programs. DHS' principal business address is 1 West Wilson Street, Room, 233 Madison, Wisconsin 53703.
- B. MEDICAL COLLEGE OF WI (Grantee) The Grantee's principal business address is 8701 Watertown Plank Rd, MILWAUKEE, WI, 53226.

2. PURPOSE

This Grant Agreement (Agreement) and Attachment(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a State and/or Federal program.

Within this section of the Agreement, please provide the scope of work being provided by the Grantee. This can also be done by completing a Statement of Work and attaching it to this Agreement. Additionally, section 2.1 of this Agreement allows the user to provide a list of Exhibits to the Contract.

2.1 List of Attachments: Scope of Work

3. TERM OF AGREEMENT

The term of this Agreement begins on **1/1/2018** and terminates on **1/31/2019**.

4. SUBAWARD

- A. The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached Scope of Work (SOW).
- B. A detailed description of the above-referenced objectives and the documentation associated with those objectives are listed in the attached SOW.
- C. DHS agrees to pay the Grantee, according to the terms and conditions of this Agreement and attached program budget. This amount is contingent upon: (a) substantial compliance by the Grantee with all responsibilities identified in this Agreement, in accordance with State and Federal Laws; (b) authorization of Wisconsin and Federal laws and availability of State and Federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by State and Federal cost allocation.
- D. DHS will not make payments for costs in excess of the Agreement amounts or for costs incurred outside the Agreement period. Further, DHS will not make payments for costs that are inconsistent with applicable State and Federal allowable cost policies.
- E. If required, a detailed budget breakdown and explanation is included as an Attachment, which is incorporated into this Agreement by reference.
- F. Contract Provisions for Non-Federal entity contracts under Federal awards are subject to 2 CFR Part 200 [Appendix II](#).

5. CONTACT INFORMATION

DHS' Grant Administrator is:

Grant Administrator Name: **Debra Schmidt and Katie Gillespie**
Telephone: **608-266-3959**
Email: **debra.schmidt@wisconsin.gov and kate.gillespie@wisconsin.gov**

Grantee's Grant Administrator is:

Grant Administrator Name: **Lindsay Larscheidt, JD, MBA**
Telephone: **414-955-4452**
Email: **llarscheidt@mcw.edu**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 1, unless otherwise notified by the Grantee.

6. PAYMENT FOR SUBAWARD

- A. All payments to non-municipalities, non-profits, and UW departments will be made as electronic funds transfers (EFT), on the 1st of the month or the 1st banking day following the scheduled payment date, whichever is later. All payments to Municipalities will be made as electronic fund transfers (EFT) on the 5th of the month or the 1st banking day following the scheduled payment date, whichever is later. CARS agency reports are available not less than five (5) days prior to the scheduled payment date at the following website and should be reviewed and/or printed each month for each agency type for account reconciliation: [Cars Data Queries](#)
- B. DHS will assign a CARS agency number to the Grantee.
- C. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the [Allowable Cost Policy Manual](#).
- D. The Grantee shall submit expenditures on the form required by the Department to the following email: DHS600RCARS@dhs.wi.gov.
- E. Payments to the Grantee will be made on a monthly basis per the CARS Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by the Department.
- F. Expense reports received timely in accordance with the CARS Processing Dates schedule will be reviewed and processed per the CARS Processing Dates schedule.
- G. Payments to the Grantee shall not exceed the total Agreement award.
- H. If the DHS determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Sub-recipient shall refund the amount determined to be in excess within 30 days of notification by the DHS. The DHS may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. The DHS reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the SOW.
- B. The required reports shall be forwarded to the DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet State and Federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives Federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

9. AFFIRMATIVE ACTION

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website: <http://vendornet.state.wi.us/vendornet/contract/contcom.asp>

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Strategic Sourcing
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the compliance period of January 1, 2014 through December 31, 2017, within fifteen (15) working days of the effective date of the Contract. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices for the Civil Rights Compliance period of January 1, 2014, to December 31, 2017, is hereby incorporated by reference into this Agreement and is enforceable as if restated herein in its entirety. The Civil Rights Compliance Requirements, including the template and instructions, for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Attorney Pamela McGillivray
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 266-1258 (Voice)
 711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Strategic Sourcing

Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
-or-
dhstractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Sub-contractor(s) under this Agreement.

DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions used in this section:

1. "Confidential information" means all tangible and intangible information and materials accessed or disclosed in connection with this Interagency Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:
 - a) Personally identifiable information.
 - b) Individually identifiable health information.
 - c) Non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon.
 - d) Information designated as confidential in writing by the State.
2. "Individually identifiable health information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present, or future and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. "Personally identifiable information (PII)" means an individual's last name and the individual's first name or first initial in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual's Social Security Number.
 - b) The individual's driver's license number or state identification number.
 - c) The individual's date of birth.
 - d) The number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account.
 - e) The individual's DNA profile.
 - f) The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation.
 - g) Any other information protected by State or Federal law.

B. The Grantee shall not use confidential information provided to the Grantee by DHS for any purpose other than the limited purposes set forth in this Agreement and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all confidential information in confidence and shall not disclose such confidential information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to

such confidential information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information according to the terms of this Agreement.

- C. The Grantee shall institute and/or maintain such procedures as are reasonably required to maintain the confidentiality of the confidential information, and shall apply the same level of care as it employs to protect its own confidential information of like nature.
- D. **Safeguards.** The Grantee shall use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of confidential information other than as provided by this Agreement. Confidential information will be shared in a secure manner, and data will only be stored on a secure server or encrypted device.
- E. The Grantee shall ensure that all identifying marks of confidentiality contained on or included in any item of confidential information shall be reproduced by the Grantee on any reproduction, modification, or translation of such confidential information. If requested by the State, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain confidential information of the State, as directed.
- F. **Legal Disclosure.** If the Grantee or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any confidential information, the Grantee shall give DHS prompt notice thereof (unless it has a legal obligation to the contrary) so that DHS may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, the Grantee and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the confidential information in a manner reasonably designed to preserve its confidential nature.
- G. **Reporting.** The Grantee shall report to the DHS Grant Administrator within five (5) business days upon becoming aware of any use or disclosure of information not authorized by this Agreement or applicable law.
- H. **Indemnification and Hold Harmless.** In the event of any third-party civil action based in whole or in part on a cause of action for damages resulting from the improper use or disclosure of the confidential information covered by this Agreement provided to the Grantee by DHS, the Grantee agrees to indemnify DHS for costs associated arising from use or disclosure of data by the Grantee in a manner not permitted under State/Federal law and hold DHS or its successors harmless from any damages resulting from such claims to the extent allowed by Wis. Stat. §§ 893.82 and 895.46.
- I. **Compliance Reviews.** DHS may conduct a compliance review of the Grantee's security procedures to protect confidential information under Section 17 (the audit section) of this Agreement.
- J. **Effects of Termination.** Upon termination, cancellation, expiration or other conclusion of the Agreement, the Grantee shall within 30 days, provide written documentation to the DHS Grant Administrator certifying that it has confidentially destroyed all copies of confidential information provided by the Department remaining in the Grantee's possession. The terms and provisions of this Agreement that protect such information shall survive the termination of this Agreement, and such information shall be used or disclosed solely for such purpose or purposes for which it was intended under this Agreement.
- K. **Survival.** This Section shall survive the termination of the Agreement.

12. SUB-GRANT or SUB-CONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts,

grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. If a State public official (*see* Wis. Stat. § 19.42), a member of a State public official's immediate family, or any organization in which a State public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement; and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Elections and Ethics Commission at:

Elections and Ethics Commission
212 East Washington Ave, Third Floor
PO Box 7984
Madison, WI 53707-7984
Fax: (608) 267-0500

D. If the Grantee or Sub-contractor is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.

B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Agreement shall be promptly and fully reported to DHS.

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$25,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statute § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (CFR), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.

- The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS Sub-recipient/contractor audit requirements. An audit report is due to DHS if a Sub-recipient/contractor receives more than \$25,000 in pass-through money from DHS as determined by Wisconsin Statute § 46.036.

C. *Source of Funding:* DHS shall provide funding information to all Sub-recipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.

D. *Reporting Package:* The Sub-recipient/contractor that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the Sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the Sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the Sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the Sub-recipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions. For Sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date:* Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the Sub-recipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Sub-recipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct

or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The auditee did not have an audit.
2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the auditee; and/or
8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the Sub-recipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other

provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due liabilities to the Federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

19. RECORDS

- A. The Grantee shall maintain written and electronic records as required by State and Federal law and required by program policies.
- B. The Grantee and its Sub-grantee(s) or Sub-contractor(s) shall comply with all State and Federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Sub-grantee(s) or Sub-contractor(s) will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DHS, its authorized agents, and Federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. AGREEMENT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
 1. Increased or decreased volume of services.
 2. Changes required by State and Federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.

C. This Agreement may be terminated for any reason by a 30-day written notice by either party.

1. **Termination for Cause.** DHS may terminate this Agreement after providing the Grantee with 30 calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement. The Grantee may terminate this Agreement after providing DHS with 30 calendar days written notice of DHS' right to cure its failure to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.
2. **Termination for Convenience.** Either party may terminate this Agreement at any time, without cause, by providing a written notice to the other party at least 30 calendar days in advance of the intended date of termination. In the event of termination for convenience by the Grantee, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by DHS. In the event of termination for convenience by DHS, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement for deliverables that have been approved and accepted by DHS and may be compensated for partially completed services that have value for DHS going forward. In this event, compensation for such partially completed services shall be no more than the percentage of the completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for services paid for but not received or implemented, such refund to be paid within 30 days' written notice to the Grantee requesting the refund.
3. **Agreement Cancellation.** DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for the Grantee to cure if the Grantee:
 - a) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 - b) Makes an assignment for the benefit of creditors;
 - c) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - d) Incurs a delinquent Wisconsin tax liability;
 - e) Fails to submit a Nondiscrimination or Affirmative Action Plan as required herein;
 - f) Fails to follow the nondiscrimination or affirmative action requirements of Wis. Stat. §§ 111.31-111.395 (Wisconsin's Fair Employment Law);
 - g) Becomes a State or Federally debarred Supplier/Grantee;
 - h) Is excluded from Federal Grants;
 - i) Fails to maintain and keep in force all required insurance, permits, and licenses as provided in this Agreement;
 - j) Fails to maintain the confidentiality of the State's information that is considered to be confidential information, proprietary, or containing PII, or otherwise breaches the terms of the Business Associate Agreement (if applicable);
 - k) If at any time the Grantee's performance threatens the health or safety of a State employee, citizen, or customer.

D. At the request of DHS, this Agreement may transition upon termination or expiration.

1. **Transition Plan.** Within 15 business days of a Termination for Cause notice, the Grantee shall develop a plan for the complete transition of the Grantee's responsibilities to DHS or to a successor Grantee. The plan will allow for uninterrupted continuation of services to program participants and shall include provisions for the orderly transfer of all participant information, including paper and electronic files, held by the Grantee or its Sub-grantee or Sub-contractor. The Transition Plan is subject to approval by DHS.
2. **Transition Responsibilities.** The parties acknowledge that the continuing provision of high-quality services requires that there be no disruption of services during a transition from the Grantee to DHS

or to a successor Grantee, if any, at the expiration or termination of this Agreement. Accordingly, the Grantee will cooperate fully in providing for an orderly and controlled transition to DHS or to a successor Grantee and will minimize any disruption in the services to be performed under this Agreement.

3. **Continuation.** Notwithstanding any other provision in this Agreement, the Grantee shall continue providing Agreement services until DHS determines that DHS or a successor Grantee is prepared to fully assume the Grantee's duties and obligations under this Agreement. All the terms and conditions of the Agreement will apply during this period except that subject to the Agreement's maximum reimbursement, the Grantee will be reimbursed 100 percent (100%) of the costs reported on each monthly expenditure report for the period following the date at which the Agreement was to expire or the date at which the Agreement was to terminate after notice.
4. **Staff.** The Grantee shall maintain the staffing requirements in this Agreement until DHS or a successor Grantee fully assumes the Grantee's responsibilities under this Agreement. The Grantee shall not restrict its employees from becoming employees of DHS or of a successor Grantee, except to the extent necessary for the Grantee to fulfill its obligations during the transition period.
5. **Management.** The DHS Grant Administrator will oversee the transition by coordinating transition activities and approving the transition plan. The Grantee shall designate a person responsible for coordinating its transition responsibilities and will assign staff as DHS determines is necessary to assist in the transition. Status meetings, including staff from all parties involved in the transition, will be held as frequently as DHS determines is necessary.
 - a) This Agreement may be revised by mutual agreement. The revision will be effective only when DHS and Grantee attach a modification of Agreement to this agreement, which is signed by the authorized representatives of both parties unless the revision is to add funds.
 - b) The Grantee shall notify DHS whenever it is unable to provide the quality or quantity of services required. Upon such notification, DHS shall determine whether such inability may require revision or termination of this Agreement.
 - c) DHS reserves the right to reduce the total amount of the funds due to substantial under spending by the Grantee. All such Agreement reductions will become effective upon 30 days written notice to the Grantee and shall not relieve the Grantee of any programmatic requirements.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Sub-grantees or Sub-contractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Sub-grantee or Sub-contractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which the DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within 30 days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within 14 days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

- A. The due date of the final fiscal report shall be **45 days** after the Agreement period ending date.
- B. Expenses incurred during the Agreement period but reported later than **45 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement.

24. INDEMNITY

To the extent authorized under State and Federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

29. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for Federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from Federal procurement and non-procurement programs). The Grantee further certifies that potential Sub-grantees or Sub-contractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Sub-grantees or Sub-contractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements:

N/A

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates.

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GRANT AGREEMENT
MEDICAL COLLEGE OF WI
Adolescent Health and Education

DHS Grant Agreement No.:
435100-G-19-10686-148197-890

DPH Contract No.:
39365

GRANTEE: COMPLETE DUNS/FEIN INFORMATION

GRANTEE DUNS Name:

GRANTEE Authorized Representative:

April Haverty, JD

GRANTEE Telephone:

414-955-4844

GRANTEE Email:

aor@mcw.edu

GRANTEE DUNS No.:

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GRANTEE FEIN:

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DHS Division: **Division of Public Health**

Grant Administrator Name: **Debra Schmidt and**

Katie Gillespie

Telephone: **608-266-3959**

Email: **debra.schmidt@wisconsin.gov and**

kate.gillespie@wisconsin.gov

Agreement Amount: **\$165,620**

Agreement Term Period:

1/1/2018 to 1/31/2019

DHS and the GRANTEE acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the GRANTEE agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements base on documents that have been altered.

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

GRANTEE's Authorized Representative Signature

Date Signed

Authorized Representative Name: **April Haverty, JD**

Title: _____

DHS' Authorized Representative Signature

Date Signed

Authorized Representative Name: Charles Warzecha

Department of Health Services Administrator/Deputy Administrator

Division of Public Health

DHS CARS STAFF INTERNAL USE ONLY
CARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, CARS Unit, to facilitate the processing and recording of payments made under this Agreement.

Agency #:	Agency Name:	Agency Type:	CARS Contract Start Date	CARS Contract End Date	Program Total Contract:
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148197	MEDICAL COLLEGE OF WI	890	1/1/2018	12/31/2018	\$165,620
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Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls ¹
159363	ADOLESCENT PREG		-	\$80,620	\$80,620	6-month
159364	REPRO HLTH PREP - FED		-	\$85,000	\$85,000	N/A
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
-	-		-	-	-	
					\$165,620	

¹ See "Funding Controls."

36. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the contract with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

37. FEDERAL AWARD INFORMATION

<u>Profile #</u>	<u>Federal Percentage</u>	<u>FAIN</u>	<u>GRANT NO.</u>	<u>CFDA #</u>	<u>CFDA Name</u>
159363	0.0714	0	0	93.778	Medical Assistance Program
<u>R&D?</u>	<u>Indirect Cost Rate</u>	<u>Federal Award Date</u>	<u>Project Description</u>	<u>Performance Start Date</u>	<u>Performance End Date</u>
0	0	12:00:00 AM	12:00:00 AM	12:00:00 AM	12:00:00 AM
<u>Federal Department</u>	<u>Federal Agency</u>	<u>DHS Awarding Official Name</u>	<u>DHS Awarding Official Phone</u>	<u>DHS Awarding Official E-mail</u>	<u>Total Fed Award</u>
0	0	Debra Schmidt and Katie Gillespie	608-266-3959	debra.schmidt@wisc onsin.gov and kate.gillespie@wisco nsin.gov	\$0

<u>Profile #</u>	<u>Federal Percentage</u>	<u>FAIN</u>	<u>GRANT NO.</u>	<u>CFDA #</u>	<u>CFDA Name</u>
159364	100	0	1701WIPREP	93.092	Personal Responsibility Education Program
<u>R&D?</u>	<u>Indirect Cost Rate</u>	<u>Federal Award Date</u>	<u>Project Description</u>	<u>Performance Start Date</u>	<u>Performance End Date</u>
0	7.11%	12/2/2016	Personal Responsibility Education Program	10/1/2016	9/30/2019
<u>Federal Department</u>	<u>Federal Agency</u>	<u>DHS Awarding Official Name</u>	<u>DHS Awarding Official Phone</u>	<u>DHS Awarding Official E-mail</u>	<u>Total Fed Award</u>
DHHS	ACF	0	- - -	0	\$857,978